

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco



HOLIDAY PROVISIONS

FOR

ASBESTOS REMOVAL WORKER (LABORER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO AND YUBA COUNTIES

102-67-1

LABORERS' ASBESTOS REMOVAL AGREEMENT

THIS AGREEMENT, entered into this 1st day of Dec, 2000, by and between ENVIRONMENTAL MANAGEMENT EMPLOYERS' ASSOCIATION, hereinafter referred to as the "Employer" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS (affiliated with the Laborers' International Union of North America) and its affiliated LOCAL UNION NO. 67, hereinafter referred to as the "Unions."

1. RECOGNITION

- 1.1 The Employer recognizes the Unions as the duly authorized, sole and exclusive collective bargaining representative of all employees of the Employer over whom the Unions have jurisdiction in the area of the work covered by this Agreement.

2. COVERAGE

- 2.1 **Geographical Coverage.** This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.
- 2.2 **Work Coverage.** The work covered by this Agreement is site mobilization, initial site cleanup, site preparation, removal of asbestos-containing materials, mold & associated work, encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery, scaffolding, fabrication of temporary wooden barriers, assembly of decontamination stations, and any other tasks which the Employer may direct in connection with this work. Any subcontracting of covered work will provide that the subcontractor becomes signatory to this Agreement.
- 2.3 **Employee Coverage.** All Asbestos Removal Specialists and asbestos removal workers of the Employer within the geographical area of this Agreement.
- 2.4 **Exclusions.** This Agreement shall not cover supervisors, guards, clerical, managerial, technical, or professional employees of the Employer.

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8.3 For all hours worked on Graveyard Shift, such commencing between the hours of 10:00 p.m. and 3:00 a.m., there will be a fifty cent (\$.50) hourly premium.

8.4 **Rest Periods.** Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make-up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her regular rate of pay within the same period.

9. HOLIDAYS

9.1 For purposes of this Agreement, recognized holidays will be January 1, (New Year's Day), President's Day (3rd Monday of February), Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day (4th Thursday in November), and Christmas Day (December 25). It is understood that there will be no Union dispatch on the day after Thanksgiving.

10. GENERAL WORKING CONDITIONS

10.1 **Meal Period.** Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double-time rate. When an employee is required to work more than three (3) hours after the Employee's regular shift, the Employee will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (½) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (½) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and don street clothes.

10.2 **Quitting Time Clean-Up.** Employer will allow sufficient time for employees to clean up and don street clothes by end of shift.

10.3 **Cancellation.** In cases of work cancellation, Employer will make every reasonable effort to notify the employee at the last known telephone number of record. Failure to do so will entitle the employee to two (2) hours' show-up time.

HOLIDAYS